

CONDITIONS OF SALE

1211 MAIN STREET,
CENTERPORT BOROUGH
BERKS COUNTY, PENNSYLVANIA
PROPERTY ID NO. 37448214448271

The terms and conditions of the present public sale, to be held on Tuesday, October 1, 2024 at 5:00 P.M. ("Public Sale Date"), are as follows:

1. **SELLER:** This sale is held on behalf of Kevin C. Noecker ("Seller"), the present owner of the Premises as hereinafter set forth.

2. **PREMISES:** The real property to be sold is known as 1211 Main Street, Centerport Borough, Berks County, Pennsylvania, Property ID No. 37448214448271, located in the Schuylkill Valley School District, consisting of approximately 0.18 acre of vacant land, as more particularly described in the legal description attached hereto as Exhibit "A" and made a part hereof ("Premises"). The Premises is a vacant building lot, and no buildings are located on the Premises.

3. **WATER AND SEWER SERVICES.** The Premises does not currently have any public or private water service or public or private sewer service. Any future service to the Premises shall be by installation of an on-site water system. Any future sewer service to the Premises shall be by connection to the public sewer system.

4. **REJECTION OF BIDS:** Seller reserves the right to reject any and all bids for any reason which Seller deems necessary. Seller reserves the right to withdraw the Premises from sale, and/or to adjourn the sale to a future date or dates.

5. **PURCHASE AND DOWN PAYMENT:**

(a) The auctioneer, BL Oberholtzer Auction Service LLC, a Pennsylvania limited Liability Company ("Auctioneer"), shall take bids upon the Premises, and, subject to the provisions of Section 3 and the other provisions of these Conditions of Sale, in the event the Premises is placed in the hands of the Auctioneer for sale, the highest bidder on the Premises shall be the Purchaser ("Purchaser") of the Premises at the highest bid ("Purchase Price"). The Purchaser shall immediately thereafter execute and deliver to Seller the Purchaser's Agreement & Receipt attached to these Conditions of Sale, and shall concurrently with such execution and delivery pay as a down payment an amount equal to ten percent (10%) of the Purchase Price ("Down Payment") as security for the performance of the terms and conditions of these Conditions of Sale and Purchaser's Agreement & Receipt.

(b) Purchaser acknowledges that the Down Payment shall be held in a non-interest-bearing escrow account by Joan E. London, Esquire, of Kozloff Stoudt, Professional Corporation, 2640 Westview Drive, Wyomissing, Berks County, Pennsylvania 19610 ("Escrow Agent"). Post-dated or undated checks shall be conclusively deemed to be dated on the date of this sale. Purchaser further acknowledges that the Premises is not being sold subject to the ability of Purchaser to obtain any financing for the purchase thereof.

(c) Escrow Agent shall only release the Down Payment:

(1) To Seller at Settlement (as hereinafter defined) on the transaction contemplated by these Conditions of Sale and Purchaser's Agreement & Receipt, whereupon the Down Payment shall be applied to the Purchase Price at Settlement; or

(2) If these Conditions of Sale and Purchaser's Agreement & Receipt are terminated prior to Settlement and there is no dispute over entitlement to the Down Payment. A written agreement signed by Purchaser and Seller is evidence that there is no dispute regarding the Down Payment; or

(3) If, after Escrow Agent has received the Down Payment, Escrow Agent receives a written agreement signed by Purchaser and Seller, directing Escrow Agent how to distribute some or all of the Down Payment; or

(4) According to the terms of a final order of court; or

(5) According to the terms and conditions set forth in these Conditions of Sale and Purchaser's Agreement & Receipt; or

(6) According to the terms of a prior written agreement between Purchaser and Seller that directs Escrow Agent how to distribute the Down Payment if there is a dispute between Purchaser and Seller that is not resolved; or

(7) To Seller on the Settlement Date or any agreed upon extension whether or not Settlement occurs.

6. **INDEMNIFICATION OF ESCROW AGENT:** Seller and Purchaser hereby jointly and severally indemnify Escrow Agent and hold Escrow Agent harmless from any and all claims, actions, demands, losses, damages and expenses, including but not limited to court costs, reasonable attorneys' fees and accountants' fees, and liability that may be imposed upon Escrow Agent at any time in connection with these Conditions of Sale and Purchaser's Agreement & Receipt, including but not limited to any litigation arising from the escrow instructions or involving the Down Payment hereof, but excluding any such claims, actions, losses, damages, lawsuits, expenses and liabilities resulting from any act of gross negligence or willful misconduct of Escrow

Agent. Purchaser and Seller agree that if Escrow Agent is named in litigation regarding the Down Payment, the attorneys' fees and costs of Escrow Agent shall be paid by the party naming Escrow Agent in litigation.

7. **REBIDDING**: If any dispute arises among bidders, the Premises shall immediately be put up for renewal bidding by the Auctioneer.

8. **NO RETRACTION OF BID**: No bid may be retracted or withdrawn.

9. **TITLE**:

(a) The balance of the Purchase Price shall be paid by Purchaser at Settlement, upon which payment in full Seller shall convey to Purchaser, prepared at Purchaser's expense, good and marketable fee simple title to the Premises insurable without exception at regular rates by a title insurance company licensed to do business in the Commonwealth of Pennsylvania, free and clear of liens and encumbrances except as noted in these conditions, but subject to existing wall rights, easements, applicable building and use restrictions, applicable zoning and land subdivision regulations, encroachments of cornices, trim and spouting over property boundaries, and encroachments of any kind within the legal width of public highways, and subject to all easements, encumbrances and encroachments of record and those which would be apparent upon reasonable physical inspection of the Premises and/or a reasonable inspection of the land records of Berks County, Pennsylvania, including but not limited to the Geographic Information System (GIS) of the Berks County Assessment and Mapping Departments. This section only sets forth the quality of title to be conveyed by Seller to Purchaser. Nothing herein shall be construed as obligating Seller to provide any title search, or title insurance, at Seller's expense. The costs of any title search and title insurance desired by Purchaser shall be the sole responsibility of Purchaser, as set forth in Section 12 hereof.

(b) If Seller is unable to convey title of the quality set forth above on or before the Settlement Date (as hereinafter defined) Seller shall have the option to extend the Settlement Date for an additional thirty (30) days, or for such longer period as Seller and Purchaser may agree to in writing ("Title Extension Period"), during which period Seller may seek to cure such title matters. If Seller declines to extend the Settlement Date or is unable to cure the title matters during any Title Extension Period, Purchaser may elect either to: (1) take such title as Seller can give, or (2) terminate this Agreement. If Purchaser elects to terminate this Agreement as provided above, the Escrow Agent will return to Purchaser all payments made to Seller on account of the Purchase Price and reimburse Purchaser for all costs for searching title, appraisals, inspections and preparation of the deed, mortgage and other settlement papers. This Agreement and all obligations hereunder will terminate upon Seller's return and payment of the above amounts.

10. **SETTLEMENT:**

(a) Settlement on the sale and purchase of the Premises ("Settlement") shall be held on or before November 14, 2024 2024 [45 days from date of auction] ("Settlement Date") at the offices of Kozloff Stoudt, Professional Corporation, 2640 Westview Drive, Wyomissing, Berks County, Pennsylvania 19610, or at the offices of such reputable title insurance company doing business in Berks County, Pennsylvania as Purchaser shall select, or at such other place as Seller and Purchaser shall mutually agree.

(b) On or before the tenth (10th) day following the Public Sale Date, Purchaser shall engage the services of an attorney and/or title company to prepare all documents to be executed at Settlement and to conduct Settlement.

11. **TIME OF ESSENCE:** Time shall be of the essence of these Conditions of Sale and Purchaser's Agreement & Receipt.

12. **POSSESSION:** Possession of the Premises shall be given by Seller to Purchaser at Settlement.

13. **COSTS:** The costs related to this public sale, and the Settlement on the Premises, shall be paid as follows:

(a) Purchaser shall provide and pay:

(a) Any survey, if desired or required by Purchaser, other than a survey required to provide Seller with an adequate legal description.

(b) Any and all disbursement fees, escrow fees, service fees or similar fees or costs, purported to be charged against the Seller by any title company or attorney holding Settlement for the Premises, unless expressly contracted for in writing by the Seller.

(c) The cost of any title search, title insurance, certification of title, examination of title, and title company or settlement services.

(d) The full amount of real estate transfer taxes due and owing on the transfer of the Premises from Seller to Purchaser.

(e) Preparation of other documents, including but not limited to deed, mortgage and bill of sale for personal property, if any, and all fees incurred at Settlement, tax certification fees, disbursement fees, recording fees and settlement fees, whether purported to be billed against Purchaser or Seller, unless expressly contracted for in writing by Seller.

(f) If required, the application cost of any required use and occupancy permit and any repairs needed to obtain said use and occupancy permit.

(b) Seller shall provide or pay for at Settlement:

(1) Acknowledgement of the deed.

(2) Water and sewer rent, if any, up to the Settlement Date, or the date of prior delivery of possession of the Premises to Purchaser, if applicable.

(3) The Auctioneer's commission due and owing for the sale of the Premises.

(4) A legally adequate description and preparing, obtaining, and/or recording releases or other documents or surveys reasonably required in order to make Seller's title to the Premises insurable at regular rates by a reputable title insurance company of Purchaser's choice licensed to do business in Berks County, Pennsylvania.

(c) Real estate taxes upon the Premises shall be apportioned on a fiscal basis to the earlier of the Settlement Date, or the date of prior delivery of possession of the Premises to Purchaser, if applicable.

14. **EMINENT DOMAIN AND EASEMENTS**: Seller represents that there are no pending and unsettled eminent domain proceedings, no appropriations by the filing of State highway plans in the Office of the Recorder of Deeds of Berks County, Pennsylvania, and orders that have not been complied with from any governmental authority to do work or correct conditions affecting the Premises of which the Seller has knowledge; that no part of the Premises, except any part within utility reserve strips in developments or within legal limits of highways, is, or at Settlement will be, subject to any easement for underground electric or telephone cable or sewer, gas or water pipe serving other than the Premises, any petroleum products pipeline or public storm sewer, or any other easement, except such easements as may appear of record, such easements as may be disclosed by a reasonable inspection of the Premises, or which are noted in these Conditions of Sale. Any proceeding for condemnation or by eminent domain instituted against the Premises after the date hereof shall in no way affect Purchaser's obligation to purchase the Premises; provided that, Purchaser shall receive credit for any proceeds, consideration, damages or sums paid by any condemning authority as a result of such action if the same is paid prior to Settlement. In the event any such proceeds, considerations, damages or sums are paid after the Settlement Date, Purchaser shall be entitled to receive the same. Seller shall be under no obligation to defend against or appear in any such action, provided that Seller provides Purchaser with notice of the institution of such action no later than fifteen (15) days after Seller's receipt of notice thereof, and, in such event, Seller shall cooperate in Purchaser's defense of or appearance in such action, at Purchaser's expense.

15. **CONDITION OF PREMISES AND FIXTURES:**

(a) At Settlement, the Premises and all its appurtenances and fixtures, if any, shall be in substantially the same condition as at present, except for the following: ordinary reasonable wear and tear; damages of any kind for which full or partial recovery may be had under Seller's or Purchaser's insurance; damages of any kind occurring after possession of the Premises has been given to Purchaser; damages arising from any condition of the Premises existing on the Public Sale Date; and/or damages of any kind arising from any taking of the Premises by eminent domain.

(b) Seller's Disclosure Statement attached hereto notwithstanding, by execution of the Purchaser's Agreement & Receipt, Purchaser acknowledges that Purchaser has had a full and complete opportunity to inspect the Premises. *The Premises is being sold to Purchaser "AS IS, WHERE IS, AND WITH ALL FAULTS", with no representation, guarantee or warranty regarding the condition of the Premises or any improvement or structure erected on the Premises, if any, including but not limited to its structural integrity, roof, appliances, electrical system, heating system, plumbing, water system, sewage disposal system, or any portion thereof.* No representation is made or warranty given regarding the presence or absence of any hazardous or toxic substances, materials or wastes, or underground storage tanks, or that the Premises is in compliance with any federal, state or local environmental laws or regulations.

(c) In the event any repair or improvement to or any inspection or testing of the Premises is desired by Purchaser or by any lender proposing to provide Purchaser with financing for the purchase of the Premises, the costs of any such repair, improvement, inspection and/or testing shall be payable solely by Purchaser. Seller reserves the right prior to Settlement to refuse to permit any such repair, improvement, inspection and/or testing or to impose such conditions upon any permitted repair, improvement, inspection and/or testing as Seller deems appropriate, including but not limited to insurance coverage and indemnification and hold harmless agreements. The Purchaser's Agreement & Receipt shall not be conditioned upon any such repair, improvement, inspection, and/or testing, or upon any specific results obtained from such inspection and/or testing.

16. **REAL ESTATE SELLER DISCLOSURE ACT:**

(a) Purchaser acknowledges that the Real Estate Seller Disclosure Act, Act No. 84 of 1996 (68 P.S. §7301, *et seq.*) ("Seller Disclosure Act"), requires the seller of certain real estate to provide certain disclosures regarding the real estate offered for sale, on a form required by the Seller Disclosure Act. Purchaser further acknowledges that the Seller Disclosure Act provides for damages in the event such disclosures are not made.

(b) Purchaser acknowledges that a Seller Disclosure Statement is not required in Pennsylvania for vacant land and, therefore, Seller is not required to provide, and will not provide, to Purchaser a Seller Disclosure Statement.

(c) Purchaser further acknowledges that neither the attorney for Seller, nor the Auctioneer, has made any specific representations regarding the condition of the Premises, and that Purchaser has not relied upon any representations or statements of the attorney for Seller or the Auctioneer. Purchaser releases the attorney for Seller and the Auctioneer from any and all claims, actions or causes of action arising from or due to any defect in the Premises existing on the date of this sale.

17. LEAD BASED PAINT DISCLOSURE & WAIVER OF RISK ASSESSMENT: This notice is provided pursuant to the requirements of regulations promulgated by the United States Environmental Protection Agency (herein "EPA"), 24 C.F.R. Part 35, and 40 C.F.R. Part 745. The Disclosure required by such regulations is attached hereto and made a part hereof. By the execution of the Purchaser's Agreement & Receipt attached to these Conditions of Sale, Purchaser acknowledges that Purchaser has reviewed the information as set forth in the Disclosure attached hereto, and certifies that, to the best of Purchaser's knowledge, the information provided therein is true and accurate. Purchaser also waives rights under the aforesaid statute to be provided with a pamphlet required by the cited regulations about the dangers of lead poisoning. *The attached Disclosure contains a waiver of risk assessment. As a result of the waiver of risk assessment as set forth in the attached Disclosure, Purchaser acknowledges that the Premises is to be sold "AS IS, WHERE IS, AND WITH ALL FAULTS", and shall not be subject to or contingent upon any such assessment or inspection for the presence of lead-based paint or lead-based paint hazards.*

18. RADON DISCLOSURE: Radon is a radioactive gas produced naturally in the ground by the normal decay of uranium and radium. Uranium and radium are widely distributed in trace amounts in the earth's crust. Descendants of Radon gas are called Radon daughters, or Radon progeny. Several Radon daughters emit alpha radiation, which has high energy but short range. Studies indicate the result of extended exposure to high levels of Radon gas/Radon daughters is an increased risk of lung cancer. Radon gas originates in soil and rocks. It diffuses, as does any gas, and flows along the path of least resistance to the surface of the ground, and then to the atmosphere. Being a gas, Radon can also move into any air space, such as basements, crawl spaces and permeate throughout the home. If a house has a Radon problem, it can usually be cured by increased ventilation and/or preventing Radon entry. The Environmental Protection Agency advises corrective action if the annual average exposure to Radon daughters exceeds 0.02 working levels. Further information can be secured from the Pennsylvania Department of Environmental Protection's Radon Division (717) 783-3594; Radon Hotline 1-800-237-2366; email: ra-epbrpenvprrt@pa.gov. Purchaser acknowledges that Purchaser has the right to have the buildings, if any, at the Premises inspected to determine if Radon gas and/or Radon daughters are present.

Purchaser waives this right and agrees to accept the Premises “**AS IS, WHERE IS, WITH ALL FAULTS**”, with no certification from Seller. Purchaser releases, quit-claims and forever discharges Seller, his heirs, executors, administrators, representatives, successors and assigns, from any and all claims, losses, or demands, including personal injuries, and all of the consequences thereof, whether now known or not, which may arise from the presence of Radon in any building on the Premises, if any. Seller has no knowledge concerning the presence or absence of Radon at the Premises.

19. **ZONING**: The current zoning classification of the Premises is B/VC Borough/Village Center Mixed Use District. The parties acknowledge that no representation whatsoever is made concerning zoning of the Premises, or the uses of the Premises that may be permitted under local ordinances, and that Purchaser has satisfied himself/herself/themselves/ itself that the zoning of the Premises is satisfactory for Purchaser’s contemplated use thereof. Purchaser hereby waives any applicable requirement for Seller to provide a certification of zoning classification prior to settlement pursuant to the Disclosure Act of July 27, 1955, P.L. 288, §3, as amended and reenacted (21 P.S. §613).

20. **INCLUSIONS WITH PREMISES**: Included in this sale are all improvements, rights, privileges and appurtenances to the Premises, if any.

21. **EXCLUSIONS FROM PREMISES**: No items of personal property are included in the sale of the Premises.

22. **FIRE INSURANCE**: Seller shall continue in force the present insurance coverage upon the Premises until delivery of deed or possession to Purchaser, whichever event shall first occur, and, in case of loss, will credit on account of the Purchase Price at Settlement any insurance collected or collectible either by Seller, or any mortgagee, or other loss payee thereof. Purchaser should inquire after the Premises is struck off concerning the amount of such insurance.

23. **PURCHASER’S DEFAULT**: In case of noncompliance by Purchaser with any term of these Conditions of Sale, Seller shall have the option, in addition to all other remedies provided by law, to exercise any one or more of the following remedies:

(a) To retain the Down Payment as liquidated damages, regardless of whether or not, or on what terms, the Premises is retained or resold; and/or

(b) To resell the Premises at public or private sale, with or without notice to the present Purchaser, and to retain any advance in price, or hold the present Purchaser liable for any loss resulting from such resale, including but not limited to legal fees and the costs and expenses related to the breach and the remarketing of the Premises, meanwhile holding the Down Money paid hereunder as security for payment of such loss.

24. **SUMMARY OF CONDITIONS:** Purchaser acknowledges that these Conditions of Sale were available for inspection by Purchaser prior to the commencement of bidding and sale of the Premises, that Purchaser had an opportunity to review the full Conditions of Sale, and that Purchaser understands the contents thereof and all terms and conditions under which the Premises is being sold, and Purchaser is agreeing to be bound by the full terms and conditions as set forth in these Conditions of Sale. Purchaser acknowledges that only a summary of the Conditions of Sale was read prior to commencement of bidding on the Premises, and that Purchaser is not relying upon the public reading of the Conditions of Sale as a complete statement of the terms and conditions for sale of the Premises.

25. **PARTIES BOUND:** These Conditions of Sale and the Purchaser's Agreement & Receipt made hereunder shall be binding upon the parties hereto and their respective heirs, representatives, successors and assigns. All references to the highest bidder or Purchaser contained herein shall be deemed to refer to all Purchasers, jointly and severally, whether referred to in the singular or plural, or masculine or female, form.

26. **INTENT:** These Conditions of Sale represent the whole agreement between the parties, and any representations concerning the Premises, or otherwise, made prior to the execution of the Purchaser's Agreement & Receipt are hereby superseded by these Conditions of Sale. No modification of these Conditions of Sale shall be valid unless made in writing, and executed with the same degree of formality as these Conditions of Sale and the Purchaser's Agreement & Receipt attached hereto.

27. **CONSTRUCTION:** All references to the highest bidder or Purchaser contained herein shall be deemed to refer to all Purchasers, jointly and severally, whether referred to in the singular or plural, or masculine or female, form.

28. **EFFECT OF WAIVER OR CONSENT:** A consent or waiver by Seller, express or implied, to or of any breach or default by Purchaser in the performance of these Conditions of Sale is not a consent or waiver to or of any other breach or default. Failure on the part of Seller to complain of any act of Purchaser or to declare Purchaser in default of these Conditions of Sale, irrespective of how long that failure continues, does not constitute a waiver by Seller of Seller's rights with respect to that default until the applicable statute-of-limitations period has run.

29. **SEVERABILITY:** If any provision of these Conditions of Sale or the application thereof to any person, entity or circumstance is held invalid or unenforceable to any extent, the remainder of these Conditions of Sale and the application of that provision to other persons, entities or circumstances are not affected

[continued on next page]

thereby. In such event, the invalid or unenforceable provision will be enforced to the greatest extent permitted by law.

IN WITNESS WHEREOF, Seller has caused these Conditions of Sale to be executed as of the day and year first above written.

SELLER:

Witness

Kevin C. Noecker

EXHIBIT "A"

LEGAL DESCRIPTION OF PREMISES

Premises: 1211 Main Street
Centerport Borough
Berks County, Pennsylvania
Property ID No.: 37448214448271

ALL THAT CERTAIN lot or piece of ground situate in Centerport Borough (formerly in Center Township), Berks County and Commonwealth of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point in a public road leading from Centerport to Mohrsville; thence along said public road, South 44.35° East, 28.88' to a point; thence along the same, South 33° East, 31.3' to a point; thence along Lot No. 5, South 44.54° West, 83.00' to a point; thence along the same, South 60° West 139.5' to a point in a public road; thence along Lot No. 3, North 44.54° East, 215' to the place of Beginning.

It being Lot No. 4.

CONTAINING 10.817 square feet, more or less.

BEING TRACT 2 OF THE SAME PREMISES which Marvin W. Noecker and Marianna Noecker, husband and wife, by Deed dated November 1, 1996 and recorded on November 3, 1996 in the Office of the Recorder of Deeds of Berks County, Pennsylvania in Record Book Volume 2787, Page 862, granted and conveyed unto Kevin C. Noecker, Seller herein.

PURCHASER’S AGREEMENT & RECEIPT

The undersigned, as Purchaser, INTENDING TO BE LEGALLY BOUND HEREBY, acknowledges that Purchaser has examined the Conditions of Sale attached hereto which was available to Purchaser for inspection prior to the sale of the Premises, and agrees to be bound by all of the provisions set forth in the foregoing Conditions of Sale, further acknowledging that only a summary of the Conditions of Sale was read prior to commencement of bidding for the Premises.

Purchaser agrees to purchase the Premises described in the foregoing Conditions of Sale upon the terms and conditions set forth in the foregoing Conditions of Sale, for the sum of:

_____ Dollars (\$_____).

In the event Purchaser is not an individual, and in the event Purchaser fails to make Settlement as required in the foregoing Conditions of Sale, Purchaser hereby irrevocably authorizes any attorney of any court to appear for and to confess judgment against Purchaser, jointly or severally, for all sums due hereunder, including any loss resulting from resale of the Premises by Seller, whether by private or public sale, with or without notice to Purchaser, upon filing of an Affidavit of Default under the terms hereof, together with interest at the rate of ten percent (10%) per annum, compounded monthly, and together with a collection fee equal to ten percent (10%) of the amount then due, but in no event less than Two Hundred Fifty Dollars (\$250.00), all costs of suit, release of heirs, and waiver of appeals, and without stay of execution. This warranty shall include a waiver of all appraisal, stay, and exemption laws of any state, now in force or hereafter enacted.

If any provision of this Agreement or the application thereof to any party or circumstance is held to be invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to other parties or circumstances, shall not be affected thereby, and to this end the provisions of this Agreement are declared severable.

[continued on next page]

IN WITNESS WHEREOF, AND INTENDING TO BE LEGALLY BOUND HEREBY,
Purchaser has executed this Agreement this _____ day of October, 2024.

INDIVIDUAL PURCHASER(S)

Purchaser's
Signature: _____ Address: _____

Purchaser's
Printed Name: _____ E-mail: _____

Phone: _____ (home) _____ (cell) _____ (work)

Purchaser's
Signature: _____ Address: _____

Purchaser's
Printed Name: _____ E-mail: _____

Phone: _____ (home) _____ (cell) _____ (work)

CORPORATE, PARTNERSHIP OR OTHER ENTITY PURCHASER

[Print Name of Entity]

By: _____ Attest: _____
Printed Name: _____ Printed Name: _____
Title: _____ Title: _____
E-mail: _____ E-mail: _____
Phone: _____ (h) _____ (c) _____ (w)

The undersigned acknowledges receipt from Purchaser on behalf of Seller of the sum of
_____ Dollars (\$ _____), representing the
Down Payment of ten percent (10%) of the Purchase Price for the purchase of the Premises.

**KOZLOFF STOUTD,
PROFESSIONAL CORPORATION**

By: _____
Joan E. London, Esquire
Telephone: (610) 670-2552

ATTACHMENTS TO CONDITIONS OF SALE AND PURCHASER'S AGREEMENT & RECEIPT

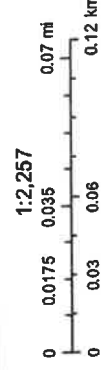
- Attachment 1 Berks County GSI Map Depicting Location of Premises
- Attachment 2 County of Berks Parcel Search Report for Premises, 1211 Main Street, Centerport Borough, Berks County, Pennsylvania, Property I.D. No. 37448214448271
- Attachment 3 Current Deed for Premises: Tract 2 only included in sale. Deed dated November 1, 1996 from Marvin W. Noecker and Marianna Noecker, husband and wife, to Kevin C. Noecker and recorded on November 3, 1996 in the Office of the Recorder of Deeds of Berks County, Pennsylvania in Record Book Volume 2787, Page 862
- Attachment 4 Disclosure of Information on Lead-Based and/or Lead-Based Paint Hazards and Protect Your Family From Lead in Your Home Pamphlet

ATTACHMENT 1

Geographic Information System (GIS)

of the Berks County Mapping Department

Berks County



9/24/2024, 9:21:47 AM
Parcels

ATTACHMENT 2

County of Berks Parcel Search Report for Premises (Property I.D. No. 37448214448271)

Created September 24, 2024

**County of Berks
Parcel Search
Report**

Page 1 of 1



Ownership Information

UPI / Property ID: 37448214448271
 Location Address: MAIN ST
 Owner's Name: NOECKER KEVIN C

 Mailing Address: PO BOX 326 CENTERPORT PA 19516-0326
 Municipality: CENTERPORT
 School District: SCHUYLKILL VALLEY
 Map PIN: 448214448271
 Account #: 37001516

Recorded Documents

Deed / Instrument #: 27870862
 Deed Date: 19961203
 Deed Amount: 97754
 Deed Reference 1:
 Deed Reference 2:
 Plan:
 Lot:

Property Details

Homestead Status: NOT ENROLLED
 Market Land Value: 15100
 Assessed Land Value: 15100
 Building Value: 0
 Total Assessed Value: 15100
 Property Class: RESIDENTIAL
 Land Use Code: 100A
 Clean & Green Year:
 Net Acreage: 0.18
 Description:

• This geospatial data and other related material was created or compiled by the County of Berks with the intent of using the data for county government related activities, and not necessarily with the intent of use of the data recipient in mind. Data is provided on an "AS IS" basis. BERKS COUNTY DOES NOT ASSUME ANY LIABILITY FOR DAMAGES CAUSED BY THE USE OF THIS INFORMATION.

ATTACHMENT 3

Current Deed for Premises: Tract 2 only included in sale. Deed dated November 1, 1996 from Marvin W. Noecker and Marianna Noecker, husband and wife, to Kevin C. Noecker and recorded on November 3, 1996 in the Office of the Recorder of Deeds of Berks County, Pennsylvania in Record Book Volume 2787, Page 862

This Deed, MADE this 1st day of

NOVEMBER

in the year nineteen hundred and ninety-six (1996)

Between

MARVIN W. NOECKER and MARIANNA NOECKER, husband and wife

(hereinafter called the Grantors),

and

KEVIN C. NOECKER

(hereinafter called the Grantee).

Witnesseth, That in consideration of One (\$1.00) and 00/100 -----
----- Dollars,
in hand paid, the receipt whereof is hereby acknowledged, the said Grantors do hereby
grant and convey to the said Grantee his heirs and assigns,

TRACT 1:

ALL THAT CERTAIN lot or piece of ground, together with the cement block garage building thereon erected, situate in the Borough of Centerport, (formerly Center Township), County of Berks and State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at an iron pin in the middle of the public road leading from Centerport to Mohrsville; thence along lands now or late of Rufus R. Balthaser in a Northerly direction, a distance of 173' to an iron pin; thence along the same in an Easterly direction, a distance of 60' to a point; thence along land of John R. Ludwig and Sarah Ann Ludwig, his wife, in a Southerly direction, a distance of 220' 06" to a point in the middle of the aforesaid public road; thence along the middle of said public road in a Westerly direction, a distance of 69' to the place of BEGINNING.

BEING THE SAME PREMISES which Ida M. Noecker, widow, and Marvin W. Noecker, as tenants in partnership, trading as "Noecker's Garage", by deed dated 6/7/72 and recorded 6/8/72 in the Recorder of Deeds Office in and for Berks County, PA., in Deed Book Volume 1609, page 109, conveyed unto Marvin W. Noecker and Marianna Noecker, husband and wife, their heirs and assigns.

TRACT 2:

ALL THAT CERTAIN lot or piece of ground situate in Centerport Borough, (formerly in Center Township) Berks County and State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point in a public road leading from Centerport to Mohrsville; thence along said public road, South 44.35° East, 28.88' to a point; thence along the same, South 33° East, 31.3' to a point; thence along Lot No. 5, South 44.54° West, 83.00' to a point; thence along the same, South 60° West, 139.5' to a point in a public road; thence along said public road, North 26½° West, 26' to a point in said public road; thence along Lot No. 3, North 44.54° East, 215' to the place of BEGINNING.

VL2787A 862

IT being lot #4.

CONTAINING 10,817 Square Feet.

BEING THE SAME PREMISES which Ida M. Noecker, widow, by deed dated 6/7/72 and recorded 6/8/72 in the Recorder of Deeds Office in and for Berks County, PA., in Deed Book Volume 1609, page 112, conveyed unto Marvin W. Noecker and Marlanna Noecker, husband and wife, their heirs and assigns.

Actual Consideration \$97,754.36

And the said Grantors do hereby covenant and agree to and with the said Grantee that they the Grantors their heirs, executors and administrators, SHALL and WILL SPECIALLY WARRANT and forever DEFEND the herein above described premises, with the hereditaments and appurtenances, unto the said Grantee his heirs and assigns, against the said Grantors and against every other person lawfully claiming or who shall hereafter claim the same or any part thereof.

In Witness Whereof, said Grantors have hereunto set their hands and seals the day and year first above written.

Sealed and Delivered
IN THE PRESENCE OF

[Signature]

Marvin W. Noecker 
Marvin W. Noecker

Marianna Noecker 
Marianna Noecker

_____ 

_____ 

State of Pennsylvania }
County of Berks } ss.

On the _____ day of November, 1936, before me

the undersigned officer, personally appeared MARVIN W. NOECKER and MARIANNA NOECKER, husband and wife

known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they have executed the same for the purposes therein contained, and desired the same might be recorded as such.

In Witness Whereof, I hereunto set my hand and official seal.

The address of the within-named Grantee
is PO Box 326
Caterport Pa 19516
On behalf of the Grantee

[Signature]

[Signature]

Notary Public
Title of Officer

Notarial Seal
Ronda K. Wolfe, Notary Public
Reading, Berks County
My Commission Expires Jan. 30, 1937



RECORDED

STATE OF PENNSYLVANIA,
County of _____

Recorded on this _____ day of _____
A. D. 19 _____, in the Recorder's Office of the said County, in
Deed Book _____ Vol. _____ Page _____

Given under my hand and the seal of the said office, the date
above written.

Recorder

John C. Clark Company, Phila. 700

56965

56965

56965



RECORDED IN BERKS CO., PA

RECORDER OF DEEDS

VL278746 865

DEED #	26986
12-02-96 10:00:00AM	06290207
R/F: HENC	\$11.50
FEE	\$13.00
WRIT	\$0.50
PA TRANS TAX	\$977.54
CENTENPORT	\$489.77
SCHNL VL 50	\$488.77
ST. 51980-08	\$480.00
CHK	\$1955.09
CC	\$455.01

12-02-96 10:00:00AM

THANK YOU
RECORDER OF DEEDS
ELLIE ANTONINE
RECORDING PA/BENGS CO
CHK \$1955.09
06290207

97758

97758

1352

ATTACHMENT 4

Disclosure of Information on Lead-Based and/or Lead-Based Paint Hazards and Protect Your Family From Lead in Your Home Pamphlet (Separate)

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):

(ii) Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and Reports available to the seller (check (i) or (ii) below):

(i) Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below):

(ii) Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment (initial)

(a) Purchaser has received copies of all information listed above.

(b) Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.

(c) Purchaser has (check (i) or (ii) below):

(i) received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

(ii) waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (initial)

(a) _____ Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

SELLER:

Date: October _____, 2024

Kevin C. Noecker

INDIVIDUAL PURCHASER(S):

Date: October _____, 2024

Print Name: _____

Date: October _____, 2024

Print Name: _____

CORPORATE, PARTNERSHIP OR OTHER ENTITY PURCHASER:

[Print Name of Entity]

Date: October _____, 2024

By: _____

Print Name: _____

Title: _____

Date: October _____, 2024

Attest: _____

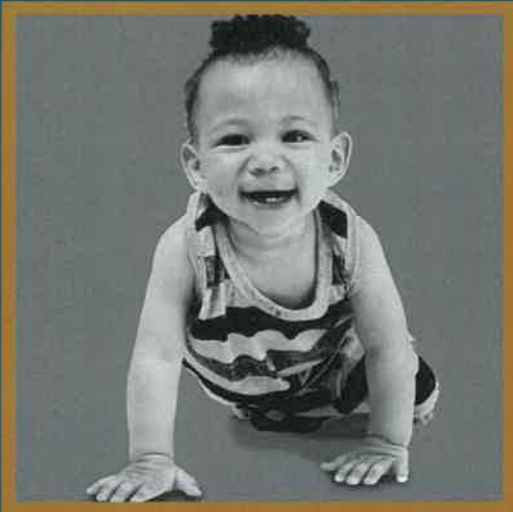
Print Name: _____

Title: _____

**PAMPHLET
PROTECT YOUR FAMILY FROM LEAD IN YOUR HOME**



Protect Your Family From Lead in Your Home



Are You Planning to Buy or Rent a Home Built Before 1978?

Did you know that many homes built before 1978 have **lead-based paint**? Lead from paint, chips, and dust can pose serious health hazards.

Read this entire brochure to learn:

- How lead gets into the body
- About health effects of lead
- What you can do to protect your family
- Where to go for more information

Before renting or buying a pre-1978 home or apartment, federal law requires:

- Sellers must disclose known information on lead-based paint or lead-based paint hazards before selling a house.
- Real estate sales contracts must include a specific warning statement about lead-based paint. Buyers have up to 10 days to check for lead.
- Landlords must disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a specific warning statement about lead-based paint.

If undertaking renovations, repairs, or painting (RRP) projects in your pre-1978 home or apartment:

- Read EPA's pamphlet, *The Lead-Safe Certified Guide to Renovate Right*, to learn about the lead-safe work practices that contractors are required to follow when working in your home (see page 12).



Simple Steps to Protect Your Family from Lead Hazards

If you think your home has lead-based paint:

- Don't try to remove lead-based paint yourself.
- Always keep painted surfaces in good condition to minimize deterioration.
- Get your home checked for lead hazards. Find a certified inspector or risk assessor at epa.gov/lead.
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Regularly clean floors, window sills, and other surfaces.
- Take precautions to avoid exposure to lead dust when remodeling.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe certified renovation firms.
- Before buying, renting, or renovating your home, have it checked for lead-based paint.
- Consult your health care provider about testing your children for lead. Your pediatrician can check for lead with a simple blood test.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children avoid fatty (or high fat) foods and eat nutritious meals high in iron and calcium.
- Remove shoes or wipe soil off shoes before entering your house.

Lead Gets into the Body in Many Ways

Adults and children can get lead into their bodies if they:

- Breathe in lead dust (especially during activities such as renovations, repairs, or painting that disturb painted surfaces).
- Swallow lead dust that has settled on food, food preparation surfaces, and other places.
- Eat paint chips or soil that contains lead.

Lead is especially dangerous to children under the age of 6.

- At this age, children's brains and nervous systems are more sensitive to the damaging effects of lead.
- Children's growing bodies absorb more lead.
- Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.



Women of childbearing age should know that lead is dangerous to a developing fetus.

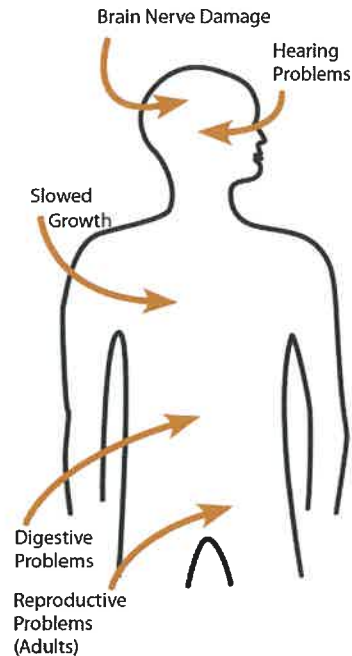
- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

Health Effects of Lead

Lead affects the body in many ways. It is important to know that even exposure to low levels of lead can severely harm children.

In children, exposure to lead can cause:

- Nervous system and kidney damage
- Learning disabilities, attention deficit disorder, and decreased intelligence
- Speech, language, and behavior problems
- Poor muscle coordination
- Decreased muscle and bone growth
- Hearing damage



While low-lead exposure is most common, exposure to high amounts of lead can have devastating effects on children, including seizures, unconsciousness, and, in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults, too.

In adults, exposure to lead can cause:

- Harm to a developing fetus
- Increased chance of high blood pressure during pregnancy
- Fertility problems (in men and women)
- High blood pressure
- Digestive problems
- Nerve disorders
- Memory and concentration problems
- Muscle and joint pain

Check Your Family for Lead

Get your children and home tested if you think your home has lead.

Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect lead. Blood lead tests are usually recommended for:

- Children at ages 1 and 2
- Children or other family members who have been exposed to high levels of lead
- Children who should be tested under your state or local health screening plan

Your doctor can explain what the test results mean and if more testing will be needed.

Where Lead-Based Paint Is Found

In general, the older your home or childcare facility, the more likely it has lead-based paint.¹

Many homes, including private, federally-assisted, federally-owned housing, and childcare facilities built before 1978 have lead-based paint. In 1978, the federal government banned consumer uses of lead-containing paint.²

Learn how to determine if paint is lead-based paint on page 7.

Lead can be found:

- In homes and childcare facilities in the city, country, or suburbs,
- In private and public single-family homes and apartments,
- On surfaces inside and outside of the house, and
- In soil around a home. (Soil can pick up lead from exterior paint or other sources, such as past use of leaded gas in cars.)

Learn more about where lead is found at [epa.gov/lead](https://www.epa.gov/lead).

¹ “Lead-based paint” is currently defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter (mg/cm), or more than 0.5% by weight.

² “Lead-containing paint” is currently defined by the federal government as lead in new dried paint in excess of 90 parts per million (ppm) by weight.

Identifying Lead-Based Paint and Lead-Based Paint Hazards

Deteriorating lead-based paint (peeling, chipping, chalking, cracking, or damaged paint) is a hazard and needs immediate attention. **Lead-based paint** may also be a hazard when found on surfaces that children can chew or that get a lot of wear and tear, such as:

- On windows and window sills
- Doors and door frames
- Stairs, railings, banisters, and porches

Lead-based paint is usually not a hazard if it is in good condition and if it is not on an impact or friction surface like a window.

Lead dust can form when lead-based paint is scraped, sanded, or heated. Lead dust also forms when painted surfaces containing lead bump or rub together. Lead paint chips and dust can get on surfaces and objects that people touch. Settled lead dust can reenter the air when the home is vacuumed or swept, or when people walk through it. EPA currently defines the following levels of lead in dust as hazardous:

- 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) and higher for floors, including carpeted floors
- 250 $\mu\text{g}/\text{ft}^2$ and higher for interior window sills

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. EPA currently defines the following levels of lead in soil as hazardous:

- 400 parts per million (ppm) and higher in play areas of bare soil
- 1,200 ppm (average) and higher in bare soil in the remainder of the yard

Remember, lead from paint chips—which you can see—and lead dust—which you may not be able to see—both can be hazards.

The only way to find out if paint, dust, or soil lead hazards exist is to test for them. The next page describes how to do this.

Checking Your Home for Lead

You can get your home tested for lead in several different ways:

- A lead-based paint **inspection** tells you if your home has lead-based paint and where it is located. It won't tell you whether your home currently has lead hazards. A trained and certified testing professional, called a lead-based paint inspector, will conduct a paint inspection using methods, such as:
 - Portable x-ray fluorescence (XRF) machine
 - Lab tests of paint samples
- A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards. A trained and certified testing professional, called a risk assessor, will:
 - Sample paint that is deteriorated on doors, windows, floors, stairs, and walls
 - Sample dust near painted surfaces and sample bare soil in the yard
 - Get lab tests of paint, dust, and soil samples
- A combination inspection and risk assessment tells you if your home has any lead-based paint and if your home has any lead hazards, and where both are located.



Be sure to read the report provided to you after your inspection or risk assessment is completed, and ask questions about anything you do not understand.

Checking Your Home for Lead, continued

In preparing for renovation, repair, or painting work in a pre-1978 home, Lead-Safe Certified renovators (see page 12) may:

- Take paint chip samples to determine if lead-based paint is present in the area planned for renovation and send them to an EPA-recognized lead lab for analysis. In housing receiving federal assistance, the person collecting these samples must be a certified lead-based paint inspector or risk assessor
- Use EPA-recognized tests kits to determine if lead-based paint is absent (but not in housing receiving federal assistance)
- Presume that lead-based paint is present and use lead-safe work practices

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency for more information, visit [epa.gov/lead](https://www.epa.gov/lead), or call **1-800-424-LEAD (5323)** for a list of contacts in your area.³

³ Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8399.

What You Can Do Now to Protect Your Family

If you suspect that your house has lead-based paint hazards, you can take some immediate steps to reduce your family's risk:

- If you rent, notify your landlord of peeling or chipping paint.
- Keep painted surfaces clean and free of dust. Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner. (Remember: never mix ammonia and bleach products together because they can form a dangerous gas.)
- Carefully clean up paint chips immediately without creating dust.
- Thoroughly rinse sponges and mop heads often during cleaning of dirty or dusty areas, and again afterward.
- Wash your hands and your children's hands often, especially before they eat and before nap time and bed time.
- Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- Keep children from chewing window sills or other painted surfaces, or eating soil.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe Certified renovation firms (see page 12).
- Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- Make sure children avoid fatty (or high fat) foods and eat nutritious meals high in iron and calcium. Children with good diets absorb less lead.

Reducing Lead Hazards

Disturbing lead-based paint or removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.



- In addition to day-to-day cleaning and good nutrition, you can **temporarily** reduce lead-based paint hazards by taking actions, such as repairing damaged painted surfaces and planting grass to cover lead-contaminated soil. These actions are not permanent solutions and will need ongoing attention.
- You can minimize exposure to lead when renovating, repairing, or painting by hiring an EPA- or state-certified renovator who is trained in the use of lead-safe work practices. If you are a do-it-yourselfer, learn how to use lead-safe work practices in your home.
- To remove lead hazards permanently, you should hire a certified lead abatement contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent control.

Always use a certified contractor who is trained to address lead hazards safely.

- Hire a Lead-Safe Certified firm (see page 12) to perform renovation, repair, or painting (RRP) projects that disturb painted surfaces.
- To correct lead hazards permanently, hire a certified lead abatement professional. This will ensure your contractor knows how to work safely and has the proper equipment to clean up thoroughly.

Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Reducing Lead Hazards, continued

If your home has had lead abatement work done or if the housing is receiving federal assistance, once the work is completed, dust cleanup activities must be conducted until clearance testing indicates that lead dust levels are below the following levels:

- 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) for floors, including carpeted floors
- 250 $\mu\text{g}/\text{ft}^2$ for interior windows sills
- 400 $\mu\text{g}/\text{ft}^2$ for window troughs

For help in locating certified lead abatement professionals in your area, call your state or local agency (see pages 14 and 15), or visit epa.gov/lead, or call 1-800-424-LEAD.

Renovating, Remodeling, or Repairing (RRP) a Home with Lead-Based Paint

If you hire a contractor to conduct renovation, repair, or painting (RRP) projects in your pre-1978 home or childcare facility (such as pre-school and kindergarten), your contractor must:

- Be a Lead-Safe Certified firm approved by EPA or an EPA-authorized state program
- Use qualified trained individuals (Lead-Safe Certified renovators) who follow specific lead-safe work practices to prevent lead contamination
- Provide a copy of EPA's lead hazard information document, *The Lead-Safe Certified Guide to Renovate Right*



RRP contractors working in pre-1978 homes and childcare facilities must follow lead-safe work practices that:

- **Contain the work area.** The area must be contained so that dust and debris do not escape from the work area. Warning signs must be put up, and plastic or other impermeable material and tape must be used.
- **Avoid renovation methods that generate large amounts of lead-contaminated dust.** Some methods generate so much lead-contaminated dust that their use is prohibited. They are:
 - Open-flame burning or torching
 - Sanding, grinding, planing, needle gunning, or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment and
 - Using a heat gun at temperatures greater than 1100°F
- **Clean up thoroughly.** The work area should be cleaned up daily. When all the work is done, the area must be cleaned up using special cleaning methods.
- **Dispose of waste properly.** Collect and seal waste in a heavy duty bag or sheeting. When transported, ensure that waste is contained to prevent release of dust and debris.

To learn more about EPA's requirements for RRP projects visit epa.gov/getleadsafe, or read *The Lead-Safe Certified Guide to Renovate Right*.

Other Sources of Lead

While paint, dust, and soil are the most common sources of lead, other lead sources also exist:

- **Drinking water.** Your home might have plumbing with lead or lead solder. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might contain lead:

- Use only cold water for drinking and cooking.
- Run water for 15 to 30 seconds before drinking it, especially if you have not used your water for a few hours.

Call your local health department or water supplier to find out about testing your water, or visit [epa.gov/lead](https://www.epa.gov/lead) for EPA's lead in drinking water information.

- **Lead smelters** or other industries that release lead into the air.
- **Your job.** If you work with lead, you could bring it home on your body or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture. Call your local health department for information about hobbies that may use lead.
- Old **toys** and **furniture** may have been painted with lead-containing paint. Older toys and other children's products may have parts that contain lead.⁴
- Food and liquids cooked or stored in **lead crystal** or **lead-glazed pottery or porcelain** may contain lead.
- Folk remedies, such as "**greta**" and "**azarcon**," used to treat an upset stomach.

⁴ In 1978, the federal government banned toys, other children's products, and furniture with lead-containing paint (16 CFR 1303). In 2008, the federal government banned lead in most children's products. The federal government currently bans lead in excess of 100 ppm by weight in most children's products (76 FR 44463).

For More Information

The National Lead Information Center

Learn how to protect children from lead poisoning and get other information about lead hazards on the Web at epa.gov/lead and hud.gov/lead, or call **1-800-424-LEAD (5323)**.

EPA's Safe Drinking Water Hotline

For information about lead in drinking water, call **1-800-426-4791**, or visit epa.gov/lead for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hotline

For information on lead in toys and other consumer products, or to report an unsafe consumer product or a product-related injury, call **1-800-638-2772**, or visit CPSC's website at cpsc.gov or saferproducts.gov.

State and Local Health and Environmental Agencies

Some states, tribes, and cities have their own rules related to lead-based paint. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your state or local contacts on the Web at epa.gov/lead, or contact the National Lead Information Center at **1-800-424-LEAD**.

Hearing- or speech-challenged individuals may access any of the phone numbers in this brochure through TTY by calling the toll-free Federal Relay Service at **1-800-877-8339**.

U. S. Environmental Protection Agency (EPA) Regional Offices

The mission of EPA is to protect human health and the environment. Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact
U.S. EPA Region 1
5 Post Office Square, Suite 100, OES 05-4
Boston, MA 02109-3912
(888) 372-7341

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 205, Mail Stop 225
Edison, NJ 08837-3679
(732) 321-6671

Region 3 (Delaware, Maryland, Pennsylvania, Virginia, DC, West Virginia)

Regional Lead Contact
U.S. EPA Region 3
1650 Arch Street
Philadelphia, PA 19103
(215) 814-2088

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact
U.S. EPA Region 4
AFC Tower, 12th Floor, Air, Pesticides & Toxics
61 Forsyth Street, SW
Atlanta, GA 30303
(404) 562-8998

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact
U.S. EPA Region 5 (DT-8J)
77 West Jackson Boulevard
Chicago, IL 60604-3666
(312) 886-7836

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas, and 66 Tribes)

Regional Lead Contact
U.S. EPA Region 6
1445 Ross Avenue, 12th Floor
Dallas, TX 75202-2733
(214) 665-2704

Region 7 (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact
U.S. EPA Region 7
11201 Renner Blvd.
WWPD/TOPE
Lenexa, KS 66219
(800) 223-0425

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact
U.S. EPA Region 8
1595 Wynkoop St.
Denver, CO 80202
(303) 312-6966

Region 9 (Arizona, California, Hawaii, Nevada)

Regional Lead Contact
U.S. EPA Region 9 (CMD-4-2)
75 Hawthorne Street
San Francisco, CA 94105
(415) 947-4280

Region 10 (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact
U.S. EPA Region 10
Solid Waste & Toxics Unit (WCM-128)
1200 Sixth Avenue, Suite 900
Seattle, WA 98101
(206) 553-1200

Consumer Product Safety Commission (CPSC)

The CPSC protects the public against unreasonable risk of injury from consumer products through education, safety standards activities, and enforcement. Contact CPSC for further information regarding consumer product safety and regulations.

CPSC

4330 East West Highway
Bethesda, MD 20814-4421
1-800-638-2772
cpsc.gov or saferproducts.gov

U. S. Department of Housing and Urban Development (HUD)

HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. Contact HUD's Office of Healthy Homes and Lead Hazard Control for further information regarding the Lead Safe Housing Rule, which protects families in pre-1978 assisted housing, and for the lead hazard control and research grant programs.

HUD

451 Seventh Street, SW, Room 8236
Washington, DC 20410-3000
(202) 402-7698
hud.gov/offices/lead/

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IMPORTANT!

Lead From Paint, Dust, and Soil in and Around Your Home Can Be Dangerous if Not Managed Properly

- Children under 6 years old are most at risk for lead poisoning in your home.
- Lead exposure can harm young children and babies even before they are born.
- Homes, schools, and child care facilities built before 1978 are likely to contain lead-based paint.
- Even children who seem healthy may have dangerous levels of lead in their bodies.
- Disturbing surfaces with lead-based paint or removing lead-based paint improperly can increase the danger to your family.
- People can get lead into their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- People have many options for reducing lead hazards. Generally, lead-based paint that is in good condition is not a hazard (see page 10).